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Attorneys for Plaintiff, LOUIS HICKS

**UNITED STATES DISTRICT COURT**

**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

LOUIS HICKS, an individual, on behalf of  
himself, the general public, and those similarly  
situated,

Plaintiff,

v.

HP INC.,

Defendant.

Case No. 3:19-cv-02050-WHA

**STIPULATION AND ~~PROPOSED~~  
ORDER REMANDING CASE TO  
STATE COURT**

1 Plaintiff Louis Hicks (“Plaintiff”) and Defendant HP Inc. (“HP”) (together “Parties”) hereby  
2 submit this stipulation as follows:

3 **WHEREAS**, on April 16, 2019, HP removed this litigation from the Santa Clara County  
4 Superior Court to the Northern District of California (Dkt.# 1);

5 **WHEREAS**, on May 8, 2019, Plaintiff moved to remand (Dkt.# 15);

6 **WHEREAS**, on May 22, 2019, HP opposed Plaintiff’s motion to remand (Dkt.# 22);

7 **WHEREAS**, on May 30, 2019, Plaintiff filed a reply memorandum in support of his motion  
8 to remand (Dkt.# 23);

9 **WHEREAS**, on July 3, 2019, the Court heard oral argument on Plaintiff’s motion to  
10 remand;

11 **WHEREAS**, following oral argument, the Court issued an Order re Jurisdiction (Dkt.# 31);

12 **WHEREAS**, pursuant to the Court’s Order, the Parties submitted competing protocols; and

13 **WHEREAS**, the Parties each deposed the other Party’s expert.

14 **WHEREAS**, the Parties have met and conferred, and they have agreed that this case should  
15 be remanded to state court and that, following remand, the parties will jointly stipulate that Plaintiff  
16 be permitted leave to amend the complaint to clarify that it is a California-only class limited to  
17 persons who were domiciled in California at the time of purchase (the “Stipulated Amendment”).

18 **WHEREAS**, the Stipulated Amendment is without prejudice to Plaintiff seeking leave to  
19 make additional amendments in light of subsequent developments in the law.

20 **WHEREAS**, this agreement is made without prejudice to Plaintiff seeking leave in state  
21 court to make additional amendments, including those regarding the products at issue, the claim for  
22 damages under the CLRA, and identification of possible subclasses.

23 **IT IS HEREBY STIPULATED** by and between the Parties that

24 Plaintiff’s motion to remand should now be granted and this case should be remanded to the  
25 Superior Court of California, County of Santa Clara. Each party to bear its own costs and fees  
26 related to the motion without waiving any right to seek those fees and/or costs following remand.  
27  
28

1 DATED: August 1, 2019

GUTRIDE SAFIER LLP

2 /s/Seth Safier/s/

3 By: \_\_\_\_\_

ADAM J. GUTRIDE

4 SETH A. SAFIER

TODD KENNEDY

5 Attorneys for Plaintiff,

LOUIS HICKS

6 DATED: August 1, 2019

DOLL AMIR & ELEY LLP

7 /s/Hunter Eley/s/

8 By: \_\_\_\_\_

9 GREGORY L. DOLL

HUNTER R. ELEY

10 CONNIE Y. TCHENG

LLOYD VU

11 Attorneys for Defendant,

12 HP INC.

~~PROPOSED~~ ORDER

Based upon the Parties' stipulation, and good cause appearing therefore, the Court orders as follows:

The parties' joint stipulation to remand (Dkt. No. 43)

1. ~~Plaintiff's motion to remand (Dkt. # 15)~~ is HEREBY granted. The Clerk shall

Remand this action to the Superior Court of California, County of Santa Clara and shall Close the File. Plaintiff's motion to remand (Dkt. No. 15) is hereby **DENIED AS MOOT.**

2. Each party shall bear his/its own costs and fees associated with the motion without waiving any right to seek such costs and/or fees following remand.

**IT IS SO ORDERED.**

Dated: August 2, 2019.

